

REMARKS

I. Pending Claims:

Upon entry of this amendment, claims 2, 3, 5-12, 14-17 are pending. Claims 2, 3, 12, 14 and 15 are amended directly or through dependency by this Response. Claims 1, 4 and 13 have been canceled. Claims 5-11 have not been altered since filing. Claims 16 and 17 have been added. Entry of these amendments is respectfully requested.

II. Rejection under 35 U.S.C. §101

The Examiner rejected claims 1 and 2 under § 101. Claim 1 has been canceled and claim 2 has been amended to clarify that the recited method is in the technological arts.

III. Rejection under 35 U.S.C. §103

The Examiner has rejected claims 1-6 and 12-15 under 35 U.S.C. §103 as being unpatentable over U.S. Patent 6,587,837 ("Spagna"). The Examiner has rejected claims 7-11 under 35 U.S.C. §103 as being unpatentable over Spagna in view of U.S. Patent 6,363,486 ("Knapton").

Claim 2

Claim 2 recites a system for distributing identifiers and products from a centralized database and for maintaining records in the centralized database relating to each vendor, each product, each user and each product license.

Spagna does not teach or suggest a centralized database for the assignment of unique identifiers for vendors' products or for storing encryption keys. Instead, Spagna teaches that each vendor assigns a product identifier and an encryption key themselves.

This centralization of the distribution and maintenance of these identifiers and licenses yield advantages, particularly in the restoration of licenses when a user moves their licenses from one device to another, or when the user loses licenses due to a system failure. As a result of centralization, the user need only make a request to one entity to restore all licenses, since the centralized database includes all of the information necessary to regenerate the product licenses.

Spagna teaches away from such a system. The License SC and the decryption key that it contains is erased after the user initially downloads/decrypts and reencrypts

the Content file, installing a new SEAL encryption key. Thus, the key needed to decrypt the Content file is not known by or stored at the Clearlyhouse, the Content Store or anywhere besides on the End User Device.

Claims 3 and 5-7

Claims 3 and 5-7 recites a “unique global user license” for a user to which each of the user’s product licenses are linked via inclusion of the user identifier in each product license. The global nature of the user license is advantageous, particularly in the process of restoration of licenses. A user can get all of their product licenses restored by making a single request under this global user identifier to a centralized database to access all records associated with the user license.

Spagna offers no such distinct, global user record. Instead, Spagna merely incorporates a user name into each transaction SC during download. During the initial download/encryption/reencryption process, Spagna adds the name to the Content file itself in a watermark.

Claims 5-7 further recite that the user license includes a “system identifier” in addition to the user identifier. This system identifier is “unique to a user’s computer”. This feature provides additional security to ensure that a use is authorized. Spagna does not describe or suggests any use of a device-specific unique identifier or the concept of verifying that the computer on which the user wants to play their content is the authorized one. Spagna’s system provides for the Content file to be watermarked with use conditions and for a License to be present in the License DB in order to play a file. Applicant’s method for verifying that a product may be played involves checking for a product license as well as, in the embodiment of these claims, checking the system identifier in the user license to confirm that it matches the system identifier in the computer’s registry. Since files, like license and content files, are transportable from one computer to another, the Applicant’s use of a system identifier provides an added layer of security over what is provided by Spagna.

Claims 8-11

Claim 8 includes a recitation of the “system identifier” and therefore is submitted to be patentably distinguishable over Spagna for the reasons discussed above with respect to Claims 5-7.

Claims 12 and 14

Claim 12 and 14 recite a “system identifier” and therefore are submitted to be patentably distinguishable over Spagna for the reasons discussed above with respect to Claims 5-7. In addition, claims 12 and 14 recite a “database” storing product licenses with encryption keys and therefore claim 12 is patentably distinguishable over Spagna for the reasons discussed above with respect to claim 3.

IV. New Claim 16:

Claim 16 recites software that compares “the user identifier in the product license to the user identifier on the user license each time the software receives a request to play the product”. In contrast, Spagna places the user name in a watermark in the Content itself after the initial download and decryption/reencryption procedure. See for example Col. 11, lines 13-17: “A second watermark is embedded in the Content at the End-User Device(s) to identify the content purchaser (or license) and End-User Device(s), specify the purchase or license conditions ...”. There is no suggestion in Spagna of maintaining a “user license” and, upon each request to play a content file, comparing a user identifier associated with a product license with the user identifier in the user license.

V. New Claim 17

When an End User of Spagna’s system downloads content, the file that the End User receives does not originally contain any use conditions. However, as part of Spagna’s decryption/reencryption process, use conditions become part of the content file itself in the form of a watermark. Each time the file is played, the watermark is updated.

Applicant’s system, in contrast, provides for the product files to remain pristine. That is, no user-specific information gets appended to the product files. Instead, in the Applicant’s system, use conditions in the form of a license type that constrains use of the product (page 7, line 5-8) are part of the product license that is distinct from the product itself. Applicant’s system is advantageous because a user is able to delete and re-download content files without affecting their license to the product. Typically, the product files are relatively large and users can accumulate a large number of these files.

To conserve storage space, a user may want to delete a product file temporarily and may want to re-install or re-download the product file again at a later time. With Spagna's system, this would not be possible without losing the license itself that becomes embedded in the Content file. Applicant's separation of the product license from the product itself makes this possible without losing their license to play the product.

Another advantage of Applicant's system of maintaining product licenses separate from the product itself is that the user can share copies of the product file with a friend without also transferring the license itself. (As described in the specification, the product files will only play in preview mode unless the appropriate licenses are discerned by the specialized player software.) This feature supports and allows the "see-what-I-found" motivation for file sharing that is common and supports this important word-of-mouth marketing. Spagna's system will not allow for this because the license is married to the content itself and therefore the content cannot be passed on without also passing on the license. Spagna, instead, requires that to share the content file one must pass the license along, leaving the original owner without a license. As Spagna describes, "Since watermarks become an integral part of the Content, they are carried in the copies independent of whether the copies were authorized [to be made in the first place] or not. Thus the Digital Content always contains information regarding its source and its permitted use regardless of where the content resides or where it comes from." Col. 11, lines 18-23.

New claim 17 recites that "no license type or use constraints stored in said product file." This is supported in the specification by the description of the manner in which use restrictions are applied. For example, on page 7, lines 5-8: "The User 6 is able to fully play and view the Product 10 (26) subject to constraints determined by the type of license purchase"; page 16, lines 12-15 "In the case of pay per use licenses, the specialized software keeps track of how many usages have occurred and remain. In the case of time-based licenses, the specialized software ensures that the current time is in range specified by the license" (emphasis added); FIG. 4; FIG. 5 database for Product; and from a full reading of the application.

New Claims 18-21

New claim 18 (and claims 29-21 by dependency) recites that product files are distributed “without regard to whether the user has a license to play the product file”. Spagna’s system requires that the user purchase a license prior to requesting or downloading content. See, for example, Col. 21, line 60 through Col. 22, line 27. Quoting Col. 22, lines 25-27: “The End-User Device...request[s] from the Content Hosting Facility 111, sending the corresponding License SC for the purchase Content 113.” Thus, Spagna does not provide for the downloading of Content unless or until a license is purchased. In stark contrast, the Applicant’s system allows and in fact encourages download of Product files prior to the purchase of a license. In this way, a Vendor can include a preview that is unencrypted that the user may view or play and then make their decision as to whether to purchase the product. Being able to preview content prior to purchase is highly advantageous.

New Claim 22

New claim 22 recites that the “user license contain[s] no reference to a digital material product file, nor any reference to a purchase transaction for any particular product file”. Spagna neither shows or suggest the concept of a user license that exists independently of a product license. The Examiner appears to equate Spagna’s Transaction SC with the Applicant’s user license because Transaction SC contains a user identifier, as does Applicant’s user license. However, the independent nature of Applicant’s user license facilitates a verification process at the user’s media player that checks the user identifier stored in a product license with the user license stored on the user’s computer to confirm that access is authorized. Spagna teaches away from performing such a check at playback time because Spagna incorporates the user identifier into the Content file in a watermark.

New Claim 23

New claim 23 addresses the global nature of the user license, by reciting that multiple product licenses each contain the same user identifier. As described above with respect to claims 3 and 5-7, a global user license had advantages in allowing the restoration of all of a user’s licenses. Further, this global nature makes the verification process (of checking the user identifier in the product license against the user identifier

in the user license) efficient, without requiring substantial storage for a user license for each transaction or product file.

Priority:

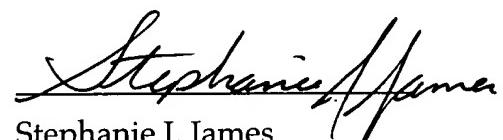
Applicant requests the Examiner's acknowledgement of Applicant's claim for priority.

CONCLUSION

All of the claims remaining in this application should now be seen to be in condition for allowance. The prompt issuance of a notice to that effect is solicited.

Respectfully submitted,
J. RIVER, INC.
By its attorneys:

Date: 5/13/04



Stephanie J. James
Registration No. 34,437
Beck & Tysver, P.L.L.C.
2900 Thomas Ave., #100
Minneapolis, MN 55416
Telephone: (612) 915-9636
Fax: (612) 915-9637